

**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION  
WASHINGTON, DC 20549**

**FORM 8-K**

**CURRENT REPORT  
Pursuant to Section 13 or 15(d) of the  
Securities Exchange Act of 1934**

**Date of Report (Date of earliest event reported):** November 19, 2021



**Daktronics, Inc.**  
(Exact Name of Registrant as Specified in Charter)

**South Dakota**  
(State or Other Jurisdiction of  
Incorporation)

**0-23246**  
(Commission  
File Number)

**46-0306862**  
(I.R.S. Employer  
Identification No.)

**201 Daktronics Drive**  
**Brookings, SD 57006**  
(Address of Principal Executive Offices, and Zip Code)

**(605) 692-0200**  
(Registrant's Telephone Number, Including Area Code)

**Not Applicable**  
(Former Name or Former Address, if Changed Since Last Report)

Check the appropriate box below if the Form 8-K filing is intended to simultaneously satisfy the filing obligation of the registrant under any of the following provisions:

- Written communications pursuant to Rule 425 under the Securities Act (17 CFR 230.425)
- Soliciting material pursuant to Rule 14a-12 under the Exchange Act (17 CFR 240.14a-12)
- Pre-commencement communications pursuant to Rule 14d-2(b) under the Exchange Act (17 CFR 240.14d-2(b))
- Pre-commencement communications pursuant to Rule 13e-4(c) under the Exchange Act (17 CFR 240.13e-4(c))

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
Common Stock, No Par Value	DAKT	Nasdaq Global Select Market
Preferred Stock Purchase Rights	DAKT	Nasdaq Global Select Market

Indicate by check mark whether the registrant is an emerging growth company as defined in Rule 405 of the Securities Act of 1933 (17 CFR §230.405) or Rule 12b-2 of the Securities Exchange Act of 1934 (17 CFR §240.12b-2).

Emerging growth company

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

## Section 1 - Registrant's Business and Operations

### Item 1.01. Entry into a Material Definitive Agreement.

Effective on November 19, 2021, the Board of Directors (the "Board") of Daktronics, Inc. (the "Company"), approved a First Amendment to Rights Agreement (the "First Amendment"), dated as of November 19, 2021 (the "Rights Agreement") between the Company and Equiniti Trust Company, as rights agent (the "Rights Agent"). The First Amendment amends the Rights Agreements dated as of November 16, 2018 (the "Original Rights Agreement") between the Company and the Rights Agent. The First Amendment extends expiration date of the rights (the "Rights") under the Original Rights Agreement from the close of business on November 19, 2021 to the close of business on November 19, 2024. The Rights, which are not exercisable until the "Distribution Date" (as that term is defined in the Original Rights Agreement) will expire at (i) the close of business on November 19, 2024; (ii) the time at which the Rights are redeemed under the Original Rights Agreement, as amended by the First Amendment (collectively, the "Rights Agreement"); (iii) the time at which the Rights are exchanged under the Rights Agreement; and (iv) the time at which the Rights are terminated upon the closing of any merger or other acquisition transaction involving the Company and a person pursuant to a merger or other acquisition agreement that has been approved by the Board of Directors of the Company before such person has become an "Acquiring Person" (as that term is defined in the Rights Agreement). The First Amendment also amends the initial exercise price of \$25.00 per Right set forth in the Original Rights Agreement to \$20.00 per Right. In all other respects, the Original Rights Agreement remains in full force and effect.

The foregoing description of the material terms of the Rights Agreement does not purport to be complete and is qualified in its entirety by reference to the full text of the Original Agreement, which is incorporated by reference as Exhibit 4.1 to this Current Report on Form 8-K, and by reference to the full text of the First Amendment, a copy of which is attached hereto as Exhibit 4.2 and incorporated herein by reference. In addition, the description of the Original Rights Agreement set forth in Item 1.01 of the Current Report on Form 8-K of the Company dated November 16, 2018 is incorporated into this Item 1.01 by reference.

## Section 3 - Securities and Trading Markets

### Item 3.03. Material Modification to Rights of Security Holders.

The information set forth in Item 1.01 of this Current Report on Form 8-K is incorporated herein by reference.

## Section 7 - Regulation FD

### Item 7.01. Regulation FD Disclosure.

On November 19, 2021, the Company issued a press release announcing the adoption of the First Amendment. A copy of the press release is attached hereto as Exhibit 99.1 and is incorporated herein by reference.

In accordance with General Instruction B.2 of the form of Current Report on Form 8-K, the information in the foregoing paragraph, including Exhibit 99.1, is furnished and shall not be deemed to be "filed" for the purposes of Section 18 of the Securities Exchange Act of 1934 (the "Exchange Act") or otherwise subject to the liabilities of that section, nor shall such information, including Exhibit 99.1, be deemed incorporated by reference into any filing under the Securities Act of 1933 or the Exchange Act, except as shall be expressly set forth by specific reference in such filing.

## Section 9 - Financial Statements and Exhibits

### Item 9.01. Financial Statements and Exhibits.

(d) *Exhibits.* The exhibits identified in the attached Exhibit Index are filed or furnished, as applicable, as part of this Current Report on Form 8-K.

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**SIGNATURE**

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, hereunto duly authorized.

**DAKTRONICS, INC.**

By: /s/ Sheila M. Anderson

Sheila M. Anderson, Chief Financial Officer

Date: November 19, 2021

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## EXHIBIT INDEX

<u>Exhibit No.</u>	<u>Description</u>
3.1	<a href="#"><u>Articles of Amendment to the Amended and Restated Articles of Incorporation of Daktronics, Inc. dated November 16, 2018 (Incorporated by reference to Exhibit 3.1 to the Current Report on Form 8-K of Daktronics, Inc. filed on November 16, 2018)</u></a>
4.1	<a href="#"><u>Rights Agreement dated as of November 16, 2018 between Daktronics, Inc. and Equiniti Trust Company as Rights Agent (Incorporated by reference to Exhibit 4.1 to the Current Report on Form 8-K of Daktronics, Inc. filed on November 16, 2018)</u></a>
4.2	<a href="#"><u>First Amendment to Rights Agreement, dated as of November 19, 2021, between Daktronics, Inc. and Equiniti Trust Company, as Rights Agent.</u></a>
99.1	<a href="#"><u>Press Release dated November 19, 2021 issued by Registrant regarding first amendment to Rights Agreement.</u></a>
104	Cover page Interactive Data File (embedded within the Inline XBRL document)

## FIRST AMENDMENT TO RIGHTS AGREEMENT

This First Amendment to Rights Agreement, dated as of November 19, 2021 (the "Amendment"), is by and between Daktronics, Inc., a South Dakota corporation (the "Company"), and Equiniti Trust Company (the "Rights Agent").

### WITNESSETH:

WHEREAS, the Company and the Rights Agent executed and entered into that certain Rights Agreement dated as of November 16, 2018 (the "Original Rights Agreement") under which the Company's Board of Directors authorized and declared a dividend distribution of one preferred share purchase Right for each share of Common Stock of the Company that was paid on November 19, 2018 as the Record Date to holders of record of the Company's Common Stock issued and outstanding at the Close of Business on November 19, 2018 and also authorized the issuance of one Right for each share of Common Stock of the Company that became outstanding between the Record Date (whether originally issued or from the Company's treasury) and the earlier of the Distribution Date, the Redemption Date and the Final Expiration Date, each Right representing the right to purchase one one-thousandth (subject to adjustment) of one share of Preferred Stock of the Company, all upon the terms and subject to the conditions set forth in the Original Rights Agreement;

WHEREAS, Section 27 of the Original Rights Agreement provides that the Company may, and the Rights Agent shall, if the Company so directs, supplement or amend any provision of the Rights Agreement without the approval of any holders of the Rights including, without limitation, to shorten or lengthen any period under the Original Rights Agreement;

WHEREAS, the Company has determined that it is necessary or desirable, in the interests of the Company and the holders of the Rights, to amend the Original Rights Agreement as provided herein; and

WHEREAS, all acts and things necessary to make this Amendment a valid agreement according to its terms have been done and performed, and the execution and delivery of this Amendment by the Company and the Rights Agent have been in all respects authorized by the Company and the Rights Agent.

NOW, THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Rights Agent hereby agree as follows:

- Amendment to Section 7(a) of Original Agreement. Section 7(a) of the Original Rights Agreement is hereby amended and restated in its entirety as follows:

  - Subject to Section 7(e), the registered holder of any Rights Certificate may exercise the Rights evidenced thereby (except as otherwise provided herein including, without limitation, in the restrictions on exercisability set forth in Sections 9(c), 11(a)(iii) and 23(a)), in whole or in part, at any time after the Distribution Date upon surrender of the Rights Certificate, with the form of election to purchase and the certificate on the reverse side thereof properly completed and duly executed, to the Rights Agent at the office of the Rights Agent designated for such purpose, together with payment of the Exercise Price for each one one-thousandth of a share of Preferred Stock of the Company (or Common Stock of the Company, other securities, cash or other assets, as the case may be) as to which the Rights are exercised, at or before the earliest of (i) the Close of Business on November 19, 2024 (the "Final Expiration Date"); (ii) the time at which the Rights are redeemed pursuant to Section 23 (the "Redemption Date"); (iii) the time at which the Rights are exchanged pursuant to Section 24 (the "Exchange Date"); or (iv) the closing of any merger or other acquisition transaction involving the Company pursuant to an agreement of the type described in Section 1(i)(ii)(A)(4) and Section 13(f) at which time the Rights are terminated; (the earliest of (i), (ii) (iii) and (iv) being herein referred to as the "Expiration Date").
- Amendment to Section 7(b) of Original Agreement. Section 7(b) of the Original Rights Agreement is hereby amended and restated in its entirety as follows:

  - Each Right shall entitle the registered holder thereof to purchase one one-thousandth of a share of Preferred Stock of the Company. The Exercise Price for each one one-thousandth of a share of Preferred Stock of the Company pursuant to the exercise of a Right initially shall be \$20.00, which shall be subject to adjustment from time to time as provided in Sections 11 and 13, and payable in lawful money of the United States in accordance with paragraph (c) of this Section 7
- Capitalized Terms. Capitalized terms used but not defined in this Amendment shall have the respective meanings given to them in the Original Rights Agreement.
- Effect of Amendment. It is the intent of the Company and the Rights Agent that this Amendment constitutes an amendment of the Original Rights Agreement as contemplated by Section 27 thereof. Except as expressly provided in this Amendment, the terms of the Original Rights Agreement remain in full force and effect. Unless the context clearly provides otherwise, any reference to this "Agreement" or the "Rights Agreement" shall be deemed to be a reference to the Original Rights Agreement as amended hereby.
- Benefits of this Amendment. Nothing in this Amendment shall be construed to give to any Person other than the Company, the Rights Agent and the registered holders of the Rights Certificates (and, prior to the Distribution Date, the holders of the shares of Common Stock) any legal or equitable right, remedy or claim under this Amendment; and this Amendment shall be for the sole and exclusive benefit of the Company, the Rights Agent and the registered holders of the Rights Certificates (and, prior to the Distribution Date, the holders of the shares of Common Stock).
- Severability. If any term, provision, covenant or restriction of this Amendment is held by a court of competent jurisdiction or other authority to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Amendment shall remain in full force and effect and shall in no way be affected, impaired or invalidated.
- Governing Law. This Amendment shall be deemed to be a contract made under the laws of the State of South Dakota (other than its conflicts of law provisions) and for all purposes shall be governed by and construed in accordance with the laws of such State applicable to contracts to be made and performed entirely within such State.
- Counterparts. This Amendment may be executed in any number of counterparts, and each of such counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same instrument. A signature to this Amendment transmitted electronically shall have the same authority, effect and enforceability as an original signature.

9. Descriptive Headings. Descriptive headings of the Sections of this Amendment are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

*[Signature page follows.]*

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

**Daktronics, Inc., as the Company**

By: /s/Sheila M. Anderson  
Sheila M. Anderson  
Chief Financial Officer

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IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the day and year first above written.

**Equiniti Trust Company, as the Rights Agent**

By: /s/Andrea Severson  
Signature

Andrea Severson  
Name Printed

Its: Senior Vice President  
Title Printed





## **Daktronics, Inc. Extends Shareholder Rights Plan**

Brookings, S.D. – November 19, 2021 - Daktronics, Inc. (Nasdaq - DAKT) today announced that its Board of Directors approved an amendment to its Rights Agreement, extending its expiration to November 19, 2024 and changing the exercise price to \$20.00.

Daktronics believes that the rights agreement enables its Board to be in a better position to perform its fiduciary duties and help the Board to protect shareholders against abusive takeover tactics that may be used to gain control of the company without paying a price that is in the best interest of all shareholders and other stakeholders. The rights are designed to enable Daktronics shareholders to realize the full long-term value of their investment and to provide for fair and equal treatment of all shareholders if an unsolicited attempt is made to acquire Daktronics. The rights agreement was not adopted in response to any known offers for Daktronics and is similar to rights agreements adopted by other companies. The rights agreement, which was adopted by the Board of Daktronics after evaluation and consultation with advisors of Daktronics and consideration of all stakeholders, has no immediate dilutive effect and does not prevent Daktronics or its shareholders from accepting a fair offer to acquire Daktronics in a negotiated transaction.

A right is attached to each common stock outstanding or issued until the rights are triggered and redeemed. When exercisable, the right will initially entitle shareholders to buy one-one thousandth of one share of preferred stock per common share owned at an initial exercise price of \$20.00 per right, subject to adjustment. The rights will be exercisable only if a person or group acquires 20% or more of Daktronics' common stock or announces a tender offer, the consummation of which would result in ownership by a person or group of 20% or more of the common stock. At that time, Daktronics' shareholders (other than the acquirer, whose rights will have become void and will not be exercisable) would have the right to purchase, at a price equal to 50% of the common stock's market value, a number of shares of Daktronics' common stock equal to (a) the exercise price multiplied by the number of one one-thousandth of a share of preferred stock for which a right was exercisable divided by (b) 50% of the then current market value of Daktronics' common stock. Daktronics' Board of Directors may redeem the rights for \$0.001 per right at any time before the rights become exercisable. Unless the rights are redeemed, exchanged or terminated earlier, they will expire on November 19, 2024. At any time after any person or group acquires beneficial ownership of 20% or more of Daktronics' common stock, the Board of Daktronics, at its option, may exchange each right (other than the rights owned by the acquirer, which will have become void), in whole or in part, for shares of Daktronics' common stock at an exchange ratio of one share of common stock per outstanding right.

Additional details regarding the rights agreement are contained in a Current Report on Form 8-K filed by Daktronics with the Securities and Exchange Commission ("SEC").

## **ABOUT DAKTRONICS**

Daktronics has strong leadership positions in, and is the world's largest supplier of, large screen video displays, electronic scoreboards, LED text and graphics displays, and related control systems. The company excels in the control of display systems, including those that require integration of multiple complex displays showing real-time information, graphics, animation, and video. Daktronics designs, manufactures, markets and services display systems for customers around the world. For more information, visit the company's website at: [www.daktronics.com](http://www.daktronics.com). Information on Daktronics' website is not incorporated into this press release.

## **SAFE HARBOR STATEMENT**

Cautionary Notice: In addition to statements of historical fact, this news release contains forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and is intended to enjoy the protection of that Act. These forward-looking statements reflect the Company's expectations or beliefs concerning future events. The Company cautions that these and similar statements involve risk and uncertainties which could cause actual results to differ materially from our expectations, including, but not limited to, changes in economic and market conditions, management of growth, timing and magnitude of future contracts, fluctuations in margins, the introduction of new products and technology, the impact of adverse weather conditions and other risks noted in the Company's SEC filings, including its Annual Report on Form 10-K for its 2021 fiscal year. Forward-looking statements are made in the context of information available as of the date stated. The Company undertakes no obligation to update or revise such statements to reflect new circumstances or unanticipated events as they occur.

## **FOR MORE INFORMATION**

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